

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Alan, Human Resources Director , 797-1020

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND TOWN ADMINISTRATOR THOMAS J. WILLI; AND PROVIDING AN EFFECTIVE DATE.

**REPORT IN BRIEF:** To execute an employment agreement for Thomas J. Willi, Town Administrator.

**PREVIOUS ACTIONS:** On December 20, 2000, Town Council approved a motion appointing Thomas J. Willi as Town Administrator.

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted? no

If yes, expected cost: \$

Account Name:

If no, amount needed: \$3,000 for remainder of FY00-01

What account will funds be appropriated from:

Additional appropriation required

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Employment Agreement - Exhibit "A"

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND TOWN ADMINISTRATOR THOMAS J. WILLI; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6 of the Charter of the Town of Davie, provides for the position of Town Administrator; and

WHEREAS, the Town of Davie has named Thomas J. Willi as Town Administrator; and

WHEREAS, the Town of Davie wishes to enter into an agreement with respect to terms of the appointment and wish to reduce the agreement to writing, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the Employment Agreement, a copy of which is attached hereto as Exhibit "A".

SECTION 2. That Thomas J. Willi is appointed to serve in the position as Town Administrator for the Town of Davie under the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Town of Davie, Florida, a municipal corporation (hereinafter "Davie") and Thomas J. Willi (hereinafter "Town Administrator").

Witnesseth:

WHEREAS, the office of the Town Administrator is a unique position created by the Charter of the Town of Davie, with responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, Davie desires to employ the services of Thomas J. Willi as Town Administrator of the Town of Davie, to fulfill the responsibilities of the office as specified in the Town Charter; and

WHEREAS, as an inducement to employment and the establishment of a long term relationship, it is the desire of the Town Council to provide certain benefits, to establish certain distinct conditions of employment appropriate to the chief administrator of Davie, and to set working conditions of Town Administrator; and

WHEREAS, Town Administrator desires to accept employment as Town Administrator of the Town of Davie; and

WHEREAS, Davie and Town Administrator wish to formalize the terms of appointment as Town Administrator.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

### **Section 1. Duties.**

Davie hereby agrees to employ Thomas J. Willi as Town Administrator of the Town of Davie to perform the functions and duties specified in Section 6 of the Town Charter and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

### **Section 2. Term.**

A. The employment of the Town Administrator shall be without definite term and shall continue until reassigned or terminated as provided for herein.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Town Administrator at any time, subject only to the provisions set forth in Section 3 of this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Town Administrator to resign at any time from his position with Davie, subject only to the provision set forth in Section 4 of this agreement.

Exhibit "A"

D. This agreement is retroactive to December 20, 2000.

### **Section 3. Termination and Severance Pay.**

A. In the event Town Administrator is terminated without cause by the Council and provided that the Town Administrator is willing and able to perform his duties under this agreement, then in that event Davie agrees to pay Town Administrator a sum equal to not more than nine (9) month's aggregate salary, benefits and deferred compensation, payable as follows:

(1) A cash payment equal to one (1) month aggregate salary paid at time of termination;

(2) Commencing with the first pay period subsequent to termination, an additional severance paid periodically as payroll for a period not to exceed eight (8) months. Upon being reemployed full-time by another government employer, Town's obligation to pay severance pay shall cease, except that if the salary at the place of reemployment is less than that being provided by Davie, then Davie shall pay the difference each month until conclusion of the periodic severance period.

Medical, dental and pension benefits shall continue until the expiration of one (1) year from termination. Town Administrator shall also be compensated for all earned sick leave, vacation, holidays, compensatory time, and other accrued benefits to date as provided for herein. In the event Town Administrator is terminated for cause, Davie shall have no obligation to pay the aggregate or periodic severance sum designated in this paragraph. For purposes of this agreement "for cause" shall mean conviction of any felony whatsoever or a misdemeanor directly relating to his power, duties or privileges as Town Administrator, violation of the Town Charter or ordinance of the Town of Davie or any misdemeanor involving moral turpitude.

B. Davie shall give Town Administrator ninety (90) days notice of termination of this agreement without cause.

C. Council may decide to return Town Administrator to another administrative position subject to salary negotiations and agreement by both parties. In the event this provision is accepted, the Town would agree to pay three (3) months severance at the time of reassignment.

### **Section 4. Resignation.**

In the event Town Administrator voluntarily resigns his position with Davie, then Town Administrator shall give Davie sixty (60) days notice in advance, unless the parties agree otherwise. Town Administrator shall be compensated for all earned sick leave, vacation, holidays, compensatory time and other accrued benefits to date.

### **Section 5. Disability.**

If Town Administrator is unable to perform his duties for a period of twelve (12)

successive weeks beyond any unused leave, or for ninety (90) working days over a one hundred and twenty (120) working day period, Davie shall have the option to terminate this agreement, subject to the severance pay requirements of Section 3(A).

#### **Section 6. Salary.**

Davie agrees to pay Town Administrator for his services rendered pursuant hereto an annual base salary of \$99,000, payable in installments at the same time as other management employees of Davie are paid. In addition, Davie agrees to increase said base salary and/or benefits of Town Administrator in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary review of said Town Administrator. Cost of living increases shall be credited to base salary as any other executive/management employee.

#### **Section 7. Performance Evaluation.**

A. The Council shall review and evaluate the performance of the Town Administrator at least once annually. Said review and evaluation shall be consistent with the stated goals and objectives referred to in paragraph B below.

B. The Council and Town Administrator may annually define goals and performance objectives that they determine necessary for the proper operation of the Town of Davie and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

#### **Section 8. Executive Days.**

It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to business of Davie, and to that end Town Administrator will be allowed to take fifteen (15) executive days each year.

#### **Section 9. Automobile.**

Town Administrator's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Davie of an automobile provided to him by Davie. Davie shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance and repair of said automobile.

#### **Section 10. Vacation and Sick Leave.**

As an inducement to the Interim Town Administrator to become the Town Administrator for Davie, upon the effective date of this agreement, Town Administrator shall be credited with all vacation leave and sick leave as accumulated in the previous position of Interim Town Administrator and Building Official. Thereafter, Town Administrator shall accrue twenty (20) vacation days per year. There shall be no maximum accrual of vacation or sick leave. In the event of voluntary separation or in the event of termination pursuant to Section 3(C) above, there shall be a payout of all

accumulated vacation time, sick leave and compensatory time. In the event of involuntary termination without cause, Town Administrator shall be paid 100% of accumulated sick leave, vacation and compensatory time.

#### **Section 11. Disability, Health, and Life Insurance.**

A. Davie agrees to put into force and to make required premium payments for Town Administrator for a term life insurance policy in the amount of \$150,000. Jana Johnson-Willi, spouse, shall be the beneficiary.

B. Davie agrees to provide medical, dental and disability insurance for Town Administrator and his dependents in the same manner as other executive employees of Davie.

#### **Section 12. Pension.**

Davie shall make the standard pension contribution for management employees. If employment is terminated without cause by Davie, then Davie shall pay the amount of the account balance not vested, grossed up for the Town Administrator's prior years effective tax rate. Town Administrator is 100% vested in all pension contributions with the completion of 1 (one) year service as Interim Town Administrator or Town Administrator.

#### **Section 13. Dues and Subscriptions.**

Davie agrees to budget and pay for, on an annual basis, subject to annual review and appropriation, the professional dues and subscriptions of Town Administrator, including ICMA dues, necessary and desirable for his continued professional participation, growth and advancement, as well as state and county contractor and inspector licensing fees for the good of Davie.

#### **Section 14. Professional Development.**

Davie does hereby agree to budget for and to pay the travel and subsistence expenses of Town Administrator for the professional and official travel pursuant to Davie's policy or practice, as the same now exists or may be hereafter modified. Town Administrator shall be allowed at a minimum to attend the annual ICMA conference, Florida League of Cities Annual Conference, the annual Florida City Managers Conference and annual contractor and inspector continuing education programs. Town Administrator shall be paid an additional lump sum of \$650.00 annually over and above the base salary to cover the miscellaneous unreceipted out of pocket expenses incurred in attending said conferences and not reimbursed through Davie's policy. Town agrees to pay all costs (books and tuition) for Town Administrator to achieve a Bachelors and/or Masters Degree.

#### **Section 15. General Expenses.**

Davie recognizes that certain expenses of a non-personal and job related nature are incurred by Town Administrator, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits. The amount of general expenses paid by Davie shall be approved by the Town Council during the annual budget process or at other such times as appropriate.

#### **Section 16. Civic Club Membership.**

Davie recognizes the desirability of representation in and before local civic and other organizations, and Town Administrator is authorized to become a member of civic clubs or organizations deemed appropriate by Town Administrator, for which Davie shall pay all expenses. Town Administrator shall report to Davie on each membership that he has taken out at Davie's expense.

#### **Section 17. Indemnification.**

Davie shall defend, save harmless, and indemnify Town Administrator to the extent allowed by law against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Town Administrator's official duties as Town Administrator.

#### **Section 18. Bonding.**

Davie shall bear the full cost of any fidelity or other bonds required of the Town Administrator under any law or ordinance.

#### **Section 19. Other Terms and Conditions of Employment.**

A. All provisions of the Town Charter and Code, and regulations and rules of Davie relating to vacation and sick leave, retirement and pension system contributions, holidays, tuition, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Town Administrator as they would to other employees of Davie, except as herein provided or modified.

#### **Section 20. General Provisions.**

A. The text herein shall constitute the entire agreement between the parties and cannot be amended except by written document executed with the same formalities as the original.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.

C. This agreement shall become effective commencing December 20, 2000.

D. If any provision of, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. Any claim, objection or dispute arising out of the terms of this agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

F. The validity, construct and effect of this agreement shall be governed by the laws of the State of Florida.





**IN WITNESS WHEREOF**, the Town of Davie has caused this agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and the Town Administrator has signed and executed this agreement, both in duplicate, the day and year first above written.

**TOWN OF DAVIE**, a municipal corporation

By \_\_\_\_\_  
Harry Venis, Mayor                      Thomas J. Willi

Attest: \_\_\_\_\_  
Russell Muniz  
Town Clerk